

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk
City Clerk
Time Stamp
2009 DEC 10 10:53

TOTAL BASE BID 4,995,000
ALT NO. 1 39,000
ALT NO. 2 143,000
ALT NO. 3 4,700
Alt No. 4 3,300
Alt No. 5 _____

BID DATE: Thursday, December 10, 2009

Project Manager: Agatha Ng – 535-8350

CALABAZAS BRANCH LIBRARY

BIDDER NAME: ST Construction Co

Bond ☒ Cashier's Check _____

Addendums Included ()

YES ☒ NO _____

NonCollusion Affidavit

YES ☒ NO _____

December 4, 2009

**ADDENDUM NO. 2
FOR THE
CALABAZAS BRANCH LIBRARY**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into plans and specifications for the **CALABAZAS BRANCH LIBRARY PROJECT**.

GENERAL:

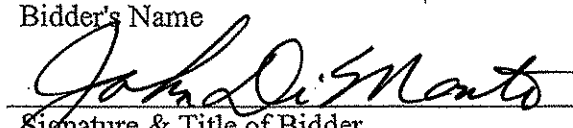
Please find attached Addenda No. 1 with modified Project Manual and Drawings. Drawings are issued in sketch form, 8 ½" x 11". A complete listing of all modified Project Manual and Drawings sheets is included in the attached documentation.

INSTRUCTIONS TO BIDDER:

The bidder must sign this addendum in the space provided below and return one signed copy of **THIS SHEET** with the bid. Failure to return this signed copy with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal.

APPROVED BY:


Katherine Jensen
Division Manager

<u>SAN JOSE CONSTRUCTION CO., INC</u>	<u>12/10/2009</u>
Bidder's Name	Date
	JOHN DI MANTO, PRESIDENT
Signature & Title of Bidder	

December 2, 2009

**ADDENDUM NO. 1
FOR THE
CALABAZAS BRANCH LIBRARY**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into plans and specifications for the **CALABAZAS BRANCH LIBRARY PROJECT**.

GENERAL:


Please find attached Addenda No. 1 with modified Project Manual and Drawings. Drawings are issued in sketch form, 8 1/2" x 11". A complete listing of all modified Project Manual and Drawings sheets is included in the attached documentation.

INSTRUCTIONS TO BIDDER:

The bidder must sign this addendum in the space provided below and return one signed copy of THIS SHEET with the bid. Failure to return this signed copy with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal.

APPROVED BY:


Katherine Jensen
Division Manager

SAN JOSE CONSTRUCTION CO., INC	12/10/2009
Bidder's Name	Date
	JOHN DI MANTO, PRESIDENT
Signature & Title of Bidder	

PROPOSAL TO CITY OF SAN JOSE

FOR CALABAZAS BRANCH LIBRARY

Name of Bidder: SAN JOSE CONSTRUCTION CO., INC.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on **October 27, 2009** entitled **CALABAZAS BRANCH LIBRARY** and the Specifications approved by the Director of Public Works on **October 27, 2009** entitled **CALABAZAS BRANCH LIBRARY** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished (cont. on page 2 of 3)

DESCRIPTION OF WORK:

Furnish all necessary labor, materials, equipment, and incidentals to complete the work, as described in the plans and Specifications for this project.

BID ITEM:

For the **CALABAZAS BRANCH LIBRARY**⁽¹⁻⁴⁾

**TOTAL BID PRICE
FOR EACH ITEM**
(in figures):

Project Description: All work described for the construction of a 10,500sf One Story facility known as the Calabazas Branch Library Project as noted in the project manual and drawings, including allowances described below:

Allowance 1: Utility connections fees.	\$150,000
Allowance 2: SWPPP/Erosion Control requirements.	30,000
Allowance 3: CEQA Mitigation Monitoring and reporting.	30,000
Allowance 4: Third Party Special Inspection for Structural and Soil certification.	150,000
Allowance 5: Third Party Hazardous Materials Monitoring Agency.	25,000

Total Allowances: \$385,000

TOTAL BASE BID The amount of the Total Base bid set forth here includes each of the above Allowances (no exceptions):

Base Bid:

4,995,000⁰⁰

BID ADD ALTERNATES: ⁽¹⁾⁽²⁾

1. Alternate 1: Exterior Metal Panel Siding MP2 (Ribbed Panel)

Add #1: 39,000⁰⁰

2. Alternate 2: Exterior Metal Panel Siding MP1 (Zinc Panels)

Add #2: 143,000⁰⁰

3. Alternate 3: Exterior Concrete Benches with color coating and Anti-graffiti coating; and yellow exterior Pavers

Add #3: 4,700⁰⁰

4. Alternate 4: Interior – Add Glazing and Frame at Group Study Room

Add #4: 3,300⁰⁰

NOTES:

- (1) Bid Alternates prices are to include the Contractor General Conditions, Project and Overhead, bonding and related costs specified to the scopes of work for each individual Alternate.
- (2) Refer to **Specification Section 01230** for additional information for each "Alternate" alternate work.
- (3) See the Special Provisions Section in this project manual for descriptions of "Award of Contract".
- (4) Base bid value amount is to include the Allowance value as indicated in **Specification Section 01210**, "Allowances".

(cont. from page 1 of 3) in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required

NONCOLLUSION AFFIDAVIT

Project Title: CALABAZAS BRANCH LIBRARY

JOHN DI MANTO

(print name)

, being first duly sworn, deposes and says that he/she is

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on DECEMBER 10, 2009

SAN JOSE CONSTRUCTION CO., INC.

Legal Company Name

CORPORATION

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 032828109

Expiration Date: 5/15/2010

State Contractor Lic. No.: 420837

Classification: B

Expiration Date: 3/31/2010

Federal I. D. No.: 94-2894683

Address: 1210 COLEMAN AVENUE

SANTA CLARA, CA 95050

By: John Di Manto

Title: PRESIDENT

Telephone: (408) 986-8711

NOTARY

On December 10, 2009 before me, Angela Tischler, Notary Public, personally appeared

(name and title of officer)

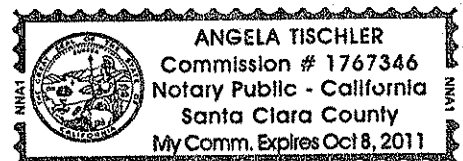
John Di Manto who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angela Tischler
Notary Public

(Seal)



BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, San Jose Construction Co., Inc. as PRINCIPAL, and Arch Insurance Company, a corporation duly organized under the laws of the State of Missouri and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of ten percent of the bid amount-----
----- DOLLARS
(\$ 10%-----).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk Office, CITY OF SAN JOSE, City Hall, 200 E. Santa Clara St., Wing, 2nd floor, San Jose, CA 95113 on December 10, 2009 for CALABAZAS BRANCH LIBRARY.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 4th
day of December, 20 09.

PRINCIPAL

SURETY

San Jose Construction Co., Inc.
Legal Company Name

Arch Insurance Company
Legal Company Name

Corporation

Indicate Type of Entity

By

John Di Manto
Title: John Di Manto
President

By

Danijela L. Mosunic
Title: Danijela L. Mosunic
Attorney-In-Fact

By

Title: _____

By

Title: _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On December 4, 2009 before me, Sarah M. Lorincz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Danijela L. Mosunic
Name(s) of Signer(s)

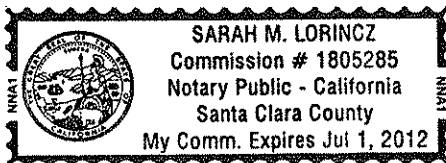
who proved to me on the basis of satisfactory evidence to be the person (X) whose name (X) is the subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity (X), and that by his her their signature (X) on the instrument the person (X), or the entity upon behalf of which the person (X) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

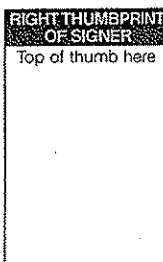
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

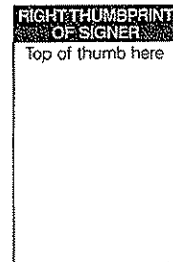
Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Francis E. Cook, Charles M. Griswold, Ronald G. Speno and Danijela L. Mosunic of Cupertino, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of May, 2008.

Arch Insurance Company

Attested and Certified


Martin J. Nilsen, Secretary

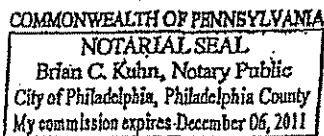




J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company; a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth

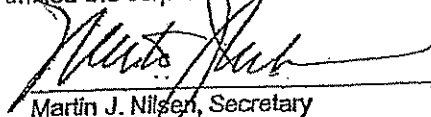



Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 1, 2008 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of December, 2009.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group
135 N. Robles Ave., Ste. 825
Pasadena, CA 91101



In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of May, 2008.

Arch Insurance Company

Attested and Certified


Martin J. Nilsen, Secretary

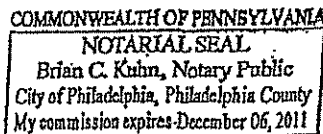


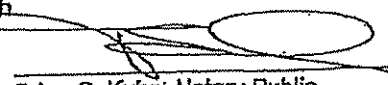

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company; a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

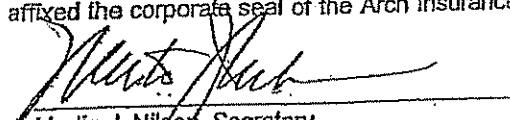



Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 1, 2008 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of December, 2009.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group
135 N. Robles Ave., Ste. 825
Pasadena, CA 91101



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On December 7, 2009 before me, Angela Tischler, Notary Public
(Here insert name and title of the officer)

personally appeared John DiMauro

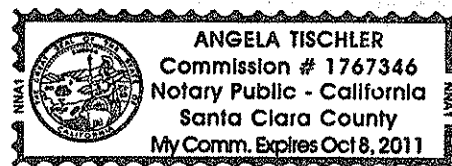
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Tischler
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

BIDDER (GENERAL CONTRACTOR): SAN JOSE CONSTRUCTION CO., INC. (page 1)

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
Jos. J. Albanese	Santa Clara, CA	Demolition
CoZart	Livermore, CA	Paving & Grading
RH Concrete	San Jose, CA	Site Concrete
MK Pipeline	San Francisco, CA	Site Utilities
Cohen	San Jose, CA	Landscape & Irrigation
		XXXX &
SJC	Santa Clara, CA	CIP Concrete
Ace Iron	Hayward, CA	Structural Steel
Deck West	Stockton, CA	Metal Decking
Rick Slater XXXXXXXXXX	San Jose, CA XXXXXXXXXX	Rough Carpentry
		XXXXXXXXXX &
Amberwood	San Jose, CA	Casework / Millwork / Plastics
Pacific Erectors	Rocklin, CA	Metal Panels
Kuhlman	Freedom, CA	Roofing
& XXXX Foothill	Los Gatos, CA XXXXXXXXXX	Sheet Metal
Signature	Salinas, CA	Glass & Glazing
Fisher	San Jose, CA	Lath & Plaster
Eric Stark	San Jose, CA	Drywall & Metal Studs

LIST OF SUBCONTRACTORS (Cont.)

BIDDER (GENERAL CONTRACTOR): SAN JOSE CONSTRUCTION CO., INC. (page 2)

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
Cam	San Jose, CA	Acoustical ceiling
Grand Central	San Jose, CA	Flooring
De Franco	Salinas, CA	Painting
Thomas Swan	Richmond, CA	Signage
Ross McDonald	Livermore, CA	Library stack system
		XXXXXXXXXXXX P
Dinelli Plumbing XXXXXXXXXXXX P	Foster City, CA XXXXXXXXXXXX P	Plumbing
Reliable	P XXXX San Jose, CA	HVAC
Giacalone	P XXXX Gilroy, CA	Electrical
Rocklin Door	Rocklin, CA	Doors, Frames & Hardware
Amberwood	San Jose, CA	MDF Panels
Pacific Coast Trane	Sunnyvale, CA	DDC Controls
XXXXXXXXXXXX P	XXXXXXXXXXXX P	XXXXXXXXXXXX P
UMI XXXXXXXXXXXX P	XXXXXXXXXXXX P ^{San Jose, CA}	Facility Management
XXXXXXXXXXXX P	XXXXXXXXXXXX P	XXXXXXXXXXXX P
Dinelli	Foster City, CA	Wet side mechanical
Arrow	Oakland	Plastic signage

LIST OF SUBCONTRACTORS (Cont.)

BIDDER (GENERAL CONTRACTOR): SAN JOSE CONSTRUCTION CO., INC. (page 3)

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK

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STATEMENT OF BIDDER'S EXPERIENCE

BIDDER (GENERAL CONTRACTOR): SAN JOSE CONSTRUCTION CO., INC.

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract. **(Contractor may Include Company own Bidders' Experience sheet instead).**

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

PLEASE SEE ATTACHED.

STATEMENT OF BIDDER'S EXPERIENCE (Cont.)

BIDDER (GENERAL CONTRACTOR): SAN JOSE CONSTRUCTION CO., INC.

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PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

PLEASE SEE ATTACHED.

SJC Public Works Projects

Project Name: Plaza de San Jose

Location: SEC Story Rd. & King Ave., San Jose, CA
Owner: Joint Venture: C. San Jose Redevelopment / Blake Hunt Ventures
Contact: Redevelopment – Delores Montenegro 408-795-1872
Principal - Jerry Hunt 925.324.2700
Contract: \$22,585,000
Architect: SGPA
Contact: Stuart Lyle – 415.983.0131
Description: 200,000 SF Retail Center: Demolition/Remediation, Site, Shell, and Vanilla Interiors, plus Build to Suits for Target (by other), Walgreens, Famsa, and Wells Fargo Bank.
Completion: 10.30.05

Project Name: Hayward Cinema Place

Location: SWC Foothill Blvd. and B Street, Hayward, CA
Owner: J Joint Venture: C. Hayward Redevelopment / Blake Hunt Ventures
Contact: Dir. Redevelopment -Maret Barlett - 510.583.4000
Principal - Jerry Hunt - 925.324.2700
Contract: \$10,110,000
Architect: Field Paoli Assoc. 415.788.6600
Description: 60,100 SF Retail Center: Demolition/Remediation, Site, Shell and Vanilla Interiors for a Multi-Screen Cinema, Restaurants and Shops
Completion: 10.30.08

Project Name: Vallejo Transit Center

Location: Vallejo, CA
Owner: City of Vallejo
555 Santa Clara Street, Vallejo, CA 94590
Contact: Fiona Strykers 707.648.4315
Contract: \$5,735,486

Page 2

Architect: VBN Architects
Contact: Eliezer Naor – 510.763.1313
Description: Installation of a 12 bus bay off street transit center including bus drive aisles, saw tooth bus stops, a center island plaza, windscreen seating modules, six bus shelters, central rotunda & associated site furnishings, lighting and CCTV installation.
Construction of 4,400 SF two-story transit building & site work.
Completion: Commence 11.01.09 Projected Completion 10.31.10

Project Name: Airport & Airlines Tenant Improvements

Location: San Jose International Airport – North Concourse
Owner: City of San Jose
Contact: Amit Mutsuddy 408.501.0467
Contract: \$4,930,000
Architect: Gensler
Contact: Christine Long 408.885.8102
Description: 57,000 SF – New Office Interior Improvements for Airport and Airline operations.
Completion: Phase 1 – 9.4.09; Projected Completion: Phase 2 – 4.15.10

Project Name: Santa Clara Fire Station #2

Location: Walsh Ave & Scott Ave., Santa Clara, CA.
Owner: City of Santa Clara
Contact: Chief Phil Kleinheinz 408.615.4951
Contract: \$3,918,000
Architect: RRM Design Group
Contact: John Turchin 805.543.1794
Description: 18,500 SF Build to Suit Fire Station and Training Center
Completion: 2.28.03

Project Name: Livermore WRP Laboratory

Location: 101 West Jack London Blvd., Livermore, CA 94551
Owner: City of Livermore
1052 South Livermore Avenue, Livermore, CA 94550
Contact: Mike Manning – 408.960.4544
Contract: \$3,150,000
Architect: Michael E. Willis Architect
Contact: Frank Chin – 415.489.1239
Description: Construction of 7,090 SF one story slab-on-grade, masonry walls, wood framed ceiling with membrane roof laboratory facility, including interior improvements.
Completion: Commence: 10/5/09 Projected Completion: 10/6/10

Project Name: Hazel Hawkins Surgery Center

Location: 911 Sunset Dr., Hollister, CA
Owner: San Benito Health Care District
Contact: Richard Twaney 831.636.2686
Contract: \$3,050,000
Architect: Nacht & Lewis – 916.329.4000
Description: 8,000 SF Build to Suit Medical Office Outpatient Surgery Center.
Completion: 2.1.05

Project Name: Santa Clara County Office of Education

Location: NEC Brokaw Rd. & Ridder Park Dr., San Jose, CA
Owner: County of Santa Clara
Contact: Andrew Birsch – 408-453-6500
Contract: \$2,086,000
Architect: County of Santa Clara
Description: 60,000 SF – New Office Interiors for Headquarters Facility
Completion: 4.30.96

Page 4

Project Name: Junction Warehouse Improvements

Location: 2730 Junction Avenue, San Jose, CA

Owner: County of Santa Clara
70 West Hedding Street, San Jose, CA 95110

Contact: Jim Yang – 408.993.4608

Contract: \$1,918,484

Architect: MBA Architects

Contact: Marvin Bamburg – 408.297.0288

Description: Renovation of the County's warehouse including demo of selected interior spaces & roof mounted HVAC units. Seismic Retrofit to structural foundation & roof system. Install new roofing material & new roof top mounted HVAC units. Construct new office & storage area with MEP upgrades.

Completion: Commence: 11/2009 Projected Completion: 8/2010

Project Name: Carmel Highlands Fire Station

Location: Carmel Valley, CA.

Owner: City of Carmel

Contact: Mark Davidan – 831.624.2374

Contract: \$1,600,000

Architect: Wald Ruhnke Dost

Contact: Henry Ruhnke – 831.649.4642

Page 5

Description: 6,000 SF Build to Suit Fire Station

Completion: 12.15.01

Project Name: SVMH – DRC Gift Shop and DRC Starbucks T.I.

Location: Salinas Valley Memorial Hospital
450 East Romie Lane, Salinas, CA 93901

Owner: Salinas Valley Memorial Healthcare Systems

Page 5

Contact: Michelle Keith 831.757.4333
Contract: \$1,241,410.00
Architect: KMD Architects
Contact: Michael Wang 415.935.5191
Description: Tenant Improvement to create a 3,500 S.F. retail space in the current Parking Structure.
Completion: Commence 10.15.09 Projected Completion: 2.28.09

Project Name: North Monterey County High School

Location: 13990 Castroville Blvd., Castroville, CA.
Owner: North Monterey County USD
Contact: Mike Grice 831.663.4480
Contract: \$858,500
Architect: Wald Ruhnke Dost
Contact: Frank Dost – 831.646.4642
Description: Interior Improvements remodel, Exterior sidewalks, Site for portable classrooms.
Completion: 3.01.06

Project Name: San Jose Repertory Theater

Location: Paseo San Antonio / 3rd Street, San Jose
Owner: City of San Jose
Contact: CM: Gilbane Inc. – Vinson Heine – 408.394.6013
Contract: \$835,000
Architect: Banducci Associates
Contact: Dave Banducci – 408.544.9560 x102
Description: Interior Upgrades / Remodel
Completion: 8.30.01

Project Name: City of Sacramento – North Permit Center

Location: 2101 Arena Blvd, Sacramento, CA
Owner: The Cambay Group / City of Sacramento Public Works
Contact: Mike Sweeny – 916.264.8429
Contract: \$806,000
Architect: City of Sacramento Public Works
Description: 25,000 SF Office Interior Improvements
Completed: 11.30.01

Project Name: Salinas Valley Memorial Hospital

Location: Health Care Campus – 450 Romie Lane, Salinas, CA.
Owner: Salinas Valley Health Care System
Contact: Barbara Sullivan/Michelle Keith 831.757.4333
Contract Amount: 1) \$425,000 2) \$335,000 = \$760,000
Architect: Wald Ruhnke Dost
Contact: Henry Ruhnke – 831.649.4642
Description: Interior Improvements for the Cancer Resource Center and the Promotions Office.
Completion: 1) 11.30.06 2) 10.30.07

Project Name: Larkin School

Location: 19 Seeno St., Monterey, CA
Owner: City of Monterey
Contact: Jeff Krebbs 831.646.5697
Contract Amount: \$716,200
Architect: Department Of Public Works
Description: Interior Modernization Project: New Flooring, Plumbing, Electrical, and Millwork.
Completion: 2.01.06

Project Name: Milpitas Clock Tower

Location: SEC Tasman Ave. & Barber Lane, Milpitas

Owner: City of Milpitas

Contact: Greg Krize – 408.492.9262

Contract Amount: \$346,000

Architect: SBA Architecture

Contact: Greg Montgomery - 408.492.9262

Description: Clock Tower Monument @ City Limit Gateway

Completion: 6.15.02

Projects Completed 2005 – Present - 8.09

A Partial Sampling

Project Name: Cadence Building 10

Location: NEC Trimble Rd & Montague Expwy, San Jose

Owner: Cadence Design Systems, Inc. Mr. Dave Tricaso 408.944.7565

Contract Amount: \$55,400,000

Architect: RMW Inc. Bart McClelland 415.781.9800

Description: 205,000, 5-story, office and research building including an executive briefing center. Project also included offsite improvements for an additional traffic lane and new signalized intersection and a complete re-work of the onsite parking and landscaping improvements.

Project Name: Cadence Campus

Location: NEC Trimble Rd & Montague Expwy, San Jose

Owner: Cadence Design Systems, Inc. Mr. Dave Tricaso 408.944.7565

Contract Amount: \$52,000,000 Multiple Projects

Architect: RMW Inc. Bart McClelland 415.781.9800

Description: Since 2001, in addition to Building 10, SJC completed (2) new buildings and (8) building reconfigurations including new executive suite, data and network operating centers, food service facilities, executive briefing center, fitness center, and site amenities. The improvements have produced a 20-30% improved occupancy load on the 12 acre campus in San Jose.

Project Name: Juniper Campus

Location: Mathilda Ave & Java Ave., Sunnyvale

Owner: Juniper Networks Mr. Mike Szredy 408.242.4942

Contract Amount: \$52,000,000+ 47 projects

Architect: RMW Inc. Bart McClelland 415.781.9800

Description: 400,000 SF. Work includes a major reconfiguration of space to create a more efficient layout to accommodate a growing work force, new data centers, the installation of multiple engineering labs, and new office space to handle the overflow of personnel in surrounding buildings.

Page 2

Project Name: The Bond

Location: 311 Second St, Oakland

Owner: Embarcadero Pacific LLC

Mr. Mike Reynolds 510.444.4064

Contract Amount: \$29,900,000

Architect: KTG Group 949.851.2133

Description: 189,000 SF 8-story, Apartment Building with structured parking.

Project Name: Apple Data Center Upgrade/Expansion

Location: Building D, Apple Campus, Elk Grove

Owner: Apple Inc.

Mr. Bill Brunson 916.399.7300

Contract Amount: \$ 6,695,000

Architect: HOK & The Engineering Enterprise Mr. Leonard King 530.886.8556 x1566

Description: Expansion and Power/Cooling upgrade to existing Data Center while remaining operational. Project included installation of a Utility (SMUD) Substation.

Project Name: General Dynamics

Location: 305 Mission College Blvd., Santa Clara

Owner: General Dynamics

Contract Amount: \$24,800,000

Architect: Perkins & Will

Description: 305,000 SF Demo interiors of an existing building, seismic upgrade, new office and lab improvements including 100% S.C.I.F.

Page 3

Project Name: Verisign Campus

Location: Middlefield Road and Ellis St., Mountain View, Ca.

Owner: Verisign Inc.

Mr.. Jim Morgansen 650.426.5561

Contract Amount: \$26,000,000+ 20 projects

Architect: RPA, AP+I, and Gensler

Description: Five Building, 330,000 SF existing R&D Campus. Since 2004, work included site work, shell structural upgrade, data and network operating centers, employee and executive briefing centers, lobby and common area upgrades, new office interiors, and site and landscaping upgrades.

Project Name: ValleyCare Medical Complex

Location: Stanley Blvd. and So. S Street, Livermore

Owner: ValleyCare Health Systems / Callahan Development Co.

Mr. Vern Brown 925.373.4014

Mr. Joe Callahan 925.463.9205

Contract Amount: \$28,000,000

Architect: VC Wong (retired)

Description: Build to Suite 66,000 SF Medical Office Building w/ 30,000 SF Surgery & Urgent Care Center and a 67,000 SF Rehabilitation/Full Service Athletic Club.

Project Name: Piercey Toyota

Location: 910 Thompson St., Milpitas

Owner: Piercey Automotive Group

Mr. Tom Chadwell 714.896.9777

Contract Amount: \$14,900,000

Architect: Stantec 707.765.1660

Description: Build to Suite 90,000 SF full services auto dealership

Page 4

Project Name: Safeway Center, Soquel

Location: SEC 41 st Ave. and Soquel Ave, Soquel

Owner: Safeway Inc.

Mr. Bill Herington 925.467.3000

Contract Amount: \$11,300,000

Architect: Johnson Lyman Inc. Mr. Robert Lyman 925.930.9690

Description: Build to Suite 66,000 SF Safeway Store and 17,500 SF shops and complete on and off site reconfiguration.

Project Name: Mission Medical Building

Location: Mission Drive and Soquel Ave, Santa Cruz

Owner: Mission Drive Medical Associates

Contract Amount: \$1,900,000

Architect: WRD Mr. Henry Rhunke 831.649.4642

Description: 7,500 SF 2-story, site, shell, and cores medical office building.

Project Name: Safeway Sonora

Location: 1291 Sanguinetti Rd, Sonora

Owner: Safeway Inc.

Mr. Bill Herington 925.467.3000

Contract Amount: \$3,075,000

Architect: Casco Mario Tutino 949.296.2350

Description: 60,000 SF Lifestyle Store upgrade and conversion from former Pac & Sav.

Project Name: Union Landing Shops

Location: Dyer Avenue & Union Landing Center, Union City

Owner: Pappas Investments

Mr. Brad Grondona 916-447-7100

Contract Amount: \$5,185,000

Architect: Rauschenbach Marvelli Becker Mr. Mike Eldgredge 916-488-8500

Description: Construction of three retail shop buildings totaling 38,000 SF, including a 5,000 SF Wells Fargo Bank build to suit and related onsite improvement work.

Page 5

Project Name: Intuitive Surgical

Location: 1450 Kifer Rd, Sunnyvale

Owner: Intuitive Surgical, Inc

Mr. Larry Nissen 408.523.2218

Contract Amount: \$2,700,000

Architect: Dennis Kobza Assoc. Mr. Bud Kobza 650.961.6301

Description: 70,000 Industrial building cosmetic and structural upgrade, site reconfiguration and new interior improvements.

Project Name: 1525 Comstock Data Center

Location: 1525 Comstock, Santa Clara, CA

Owner: Pelio Associates

/ Digital Realty Trust

Mr. Les Pelio 408.872.9500

Mr. Keith Dines 510.267.3412

Contract Amount: \$9,650,000

Architect: Dennis Kobza Assoc. Mr. Dennis Kobza 650.961.6103

Description: 36,500 Data Center Site, Shell and Infrastructure, plus architectural interior improvements.

Project Name: Hilton Garden Inn

Location: 10741 N. Wolf Rd., Cupertino

Owner: Heil Associates

Mr. Kelly Heil 408.554.1890

Contract Amount: \$625,000

Architect: Gregg Maedo & Associates

Description: 20,000 Lobby, reception, café, and meeting/banquet room remodel and upgrades.

Project Name: Pacific Commons Plaza P9 and Plaza

Location: NWC Auto Mall Parkway &

Owner: Catellus, Inc

Mr. Cory Chung 510.267.3412

Contract Amount: \$1,750,000

Architect: SGPA Mr. David Janes 415.983.0131

Description: 7,500 SF Retail Shell and Site Amenities